

EXHIBIT A

June 6, 2014

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

NEXTDOOR.COM, INC., a Delaware
corporation,

Plaintiff,

vs.

No. 3:12-cv-05667-EMC

RAJ ABHYANKER, an individual,

Defendant.

/

AND RELATED COUNTERCLAIM

/

VIDEOTAPED DEPOSITION OF RAJ ABHYANKER

VOLUME I (Pages 1-300)

JUNE 6, 2014

9:18 A.M.

555 California Street, 12th Floor

San Francisco, California

REPORTED BY:

Mark W. Banta

CSR No. 6034, CRR

June 6, 2014

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9
10 ALSO PRESENT: DAN DeFRANK, Videographer

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1 in LegalForce 1, Jeff Drazan. Jeff Drazan recommended my
2 counsel to be independent of Fenwick & West which was
3 representing LegalForce with Dan Hansen. So I met Dan
4 Hansen through Jeff Drazan, and so I don't know what your
5 question is.

6 MR. PULGRAM: I know. You need to answer my
7 question. I'm going to move to strike your answer as
8 unresponsive, because what we do here is I ask questions,
9 you answer questions. You don't give speeches.

10 THE WITNESS: I'm sorry.

11 BY MR. PULGRAM:

12 Q. So the question was did you enter into an
13 assignment agreement at the time that you received
14 funding for Fatdoor 1?

15 A. Yes.

16 MR. PULGRAM: Would you take a look, please, at
17 the exhibit marked next in order.

18 (Exhibit 74 marked.)

19 BY MR. PULGRAM:

20 Q. Looking at Exhibit 74 which is entitled
21 Assignment Agreement, is that your signature as assignor?

22 A. It's my signature as both assignor and
23 assignee.

24 Q. Assignee on behalf of Fatdoor, Inc., correct?

25 A. That's right.

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1 Q. Schedule A is defined in page 2D of the
2 assignment agreement.

3 A. Um-hmm.

4 Q. It says "Schedule A comprises a complete list
5 of all issued patents, patent applications, filed or in
6 process, all unregistered or registered trademarks, and
7 all domain names within the definition of the
8 technology." Do you see that?

9 A. Yes.

10 Q. If you turn to Schedule A, please, is the
11 name --

12 A. Actually, where were you reading that? I'm
13 sorry, because --

14 Q. That was on page 2, part 4D.

15 A. That's right.

16 Q. So looking at Schedule A, it defines under
17 Trademarks Fatdoor, including the U.S. federal trademark
18 registration 77049286, as an asset that you assigned to
19 Fatdoor, Inc., correct?

20 A. That's an intent to use trademark.

21 Q. Did you assign that trademark?

22 A. I assigned the intent to use trademark.

23 Q. Are you claiming that the trademark that
24 subsequently issued was not assigned?

25 A. It never issued because they failed to submit a

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1 statement of use.

2 Q. So are you claiming in this action that you
3 have any basis to rely on that intent to use filed and
4 assigned to Fatdoor, Inc. 1?

5 A. Yes.

6 Q. Why is that?

7 A. I've already described an assignment of
8 residual assets to you.

9 Q. Due to the assignment of Fatdoor's residual
10 assets to you? That's your contention.

11 A. Right.

12 Q. Okay. And what about get to know your
13 neighbors, are you claiming that the term Nextdoor
14 infringes a mark "get to know your neighbors"?

15 A. I claim that a reasonable person who would be
16 confused between Fatdoor get to know your neighbors as it
17 was used and Nextdoor, given Fatdoor's trade -- previous
18 trade secret of Nextdoor.com that you yourself said was
19 extinguished through the publishing of a patent
20 application that's now granting into very broad claims.

21 MR. PULGRAM: Move to strike as unresponsive.

22 Q. You're contending that Nextdoor infringes the
23 mark "get to know your neighbors," correct?

24 A. My contention is Nextdoor infringes the
25 independent claims of my soon-to-issue patent, and it

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1 also is likely to be confusingly similar to Fatdoor, and
2 also, that it is confusingly similar to "get to know your
3 neighbors" in connection with a neighborhood social
4 network.

5 Q. Schedule A of the assignment agreement assigns
6 certain patent applications, including the number 678
7 patents about geospatial environment, correct?

8 A. Um-hmm.

9 Q. Excuse me?

10 A. Yes.

11 Q. Were there any patents or patent applications,
12 I should say, for LegalForce involving geospatial
13 activities that were not assigned to Nextdoor as of
14 February 1, 2007?

15 A. I think you made a faux pas, Laurence. You
16 meant Fatdoor, not Nextdoor.

17 Q. I withdraw the question. I appreciate your
18 clarification.

19 A. Clearly, you're confused yourself.

20 Q. The question is: Were there any patent
21 applications for LegalForce 1 pending as of February 1,
22 2008 -- strike that.

23 Were there any patent applications of
24 LegalForce 1 pending as of February 1, 2007, that were
25 not assigned to Fatdoor?

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1 A. Laurence, I think one needs to start with for
2 the first page of this agreement. This agreement is
3 between an assignor, Raj Abhyanker, it's not between
4 LegalForce, Inc.

5 LegalForce, Inc. had previously been assigned
6 certain applications by Sayre Stevick at Fenwick & West,
7 your partner.

8 Q. Let me try to focus the question. Were there
9 any patent applications of LegalForce, Inc. in the area
10 of geospatial environments --

11 A. Yes.

12 Q. -- or geospatial activities --

13 A. Yes.

14 Q. -- as of February 1, 2007?

15 A. All those applications are listed as 1 through
16 5.

17 Q. You're saying 1 through 5 were applications --

18 A. 1 through 4.

19 Q. -- of LegalForce?

20 A. 1 through 4 were.

21 Q. 1 through 4 were applications of LegalForce?

22 A. Yes.

23 Q. Okay. And they were assigned on Schedule A to
24 Fatdoor, Inc., correct?

25 A. I'm looking at this now with a different pair

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1 of eyes, and I don't know. All I can do is I can rely on
2 the fact that Sayre Stevick had -- when he worked for
3 102103, fulfilled his duties to 102103, insofar as these
4 first 4 applications, specifically the March 17th, 2006,
5 and the June 28, 2006, have absolutely nothing to do with
6 social networking. They have entirely to do with
7 LegalForce. If you --

8 Q. Okay. So I just want to make sure that I
9 understand what you're saying.

10 A. Um-hmm.

11 Q. You're saying that patent applications number
12 1, 2, 3 and 4 described in your assignment agreement to
13 Fatdoor had been filed on behalf of LegalForce 1.
14 Correct?

15 A. Right.

16 Q. Okay. Now, did LegalForce 1 have any other
17 patent applications outstanding as of February 1, 2008,
18 in the area of geospatial mapping, environment,
19 et cetera.

20 A. Perhaps you're tired, but I think you said
21 February 1, 2008, and not February 1, 2006 or 2007.

22 Q. I appreciate --

23 A. What do you mean?

24 Q. -- you clarifying that, too. Sometimes I
25 misspeak, and I will stipulate to that. So I'll rephrase

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1 the question.

2 As of February 1, 2007, did LegalForce 1 have
3 any outstanding patent applications in the area of
4 geospatial mapping or geospatial environments other than
5 those identified in your assignment agreement as being
6 assigned to Fatdoor?

7 A. I don't know. I'd have to ask Sayre Stevick.

8 Q. Does Sayre Stevick do patent applications for
9 you, sir?

10 A. He does assignments of corporate assets.

11 Q. But he didn't have anything to do with who
12 filed or what patents were filed, correct?

13 A. That's because I'm a patent attorney, so we
14 tried to save money by doing that and he did all the
15 corporate work to protect those assets.

16 Q. Who chose whether to file a patent in the name
17 of Raj Abhyanker, LegalForce, Inc., or some other entity?

18 A. The inventors have an option to choose.

19 Q. You chose, correct?

20 A. No. The people listed on those applications as
21 materially contributing to them. And if you look at some
22 of them, they include a few other names.

23 Q. Okay. So I would like to mark next in order
24 your PIAA, as it's called. Tab 88. It will be marked as
25 the next exhibit which is 75 in this deposition.

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1 (Exhibit 75 marked.)

2 BY MR. PULGRAM:

3 Q. Mr. Abhyanker, Exhibit 75 is entitled Employee
4 Proprietary Information and Inventions Agreement. Is
5 that your signature on page 5 dated January 31, 2007, and
6 again on Exhibit B?

7 A. Yes. This replaced the previous one that was
8 prepared on a Fenwick form. I believe there was another
9 one that Babar -- if I remember, my recollection is
10 correct, I believe there was another one that was created
11 prior.

12 Q. When you say "created on a Fenwick form,"
13 Fenwick never worked for Fatdoor, did it?

14 A. Yes, it did.

15 Q. Did Fenwick have an engagement agreement with
16 Fatdoor?

17 A. No, but the entire engagement between Fenwick
18 and myself was in reliance of my friendship and trust of
19 one of your partners, Rajiv Patel.

20 Q. Mr. Abhyanker, when you mentioned a Fenwick
21 form, are you suggesting that you took a form that
22 Fenwick & West had given you for another company and you
23 used it yourself to create a form that you used for
24 Fatdoor?

25 A. Yes.

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1 Q. Okay.

2 A. And Rajiv knew that.

3 Q. So let's look at Exhibit 75.

4 A. And I did that with the consent of Fenwick.

5 Q. Excuse me, sir. Exhibit 75, paragraph 3D. You
6 agreed, third sentence: The company shall be the sole
7 owner of all patents, copyrights and other intellectual
8 property and other rights in connection therewith.
9 Correct?

10 A. Where are you reading?

11 Q. Paragraph 3D on page number 2 of Exhibit 75,
12 your proprietary information and inventions agreement.

13 A. Yes. I signed this agreement, but I don't know
14 what Labor Code Section 2870 says.

15 Q. Well, I'm looking at the sentence after that.
16 The sentence that says the company shall be the sole
17 owner of all patents, copyrights and other intellectual
18 property or other rights in connection therewith. Do you
19 see that?

20 A. I see that.

21 Q. And did you agree that the company would be the
22 owner of all trademarks developed in connection with
23 Fatdoor, Inc.?

24 A. It says patents, copyrights, and other
25 intellectual property. It doesn't say trademarks

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1 specifically.

2 Q. Do you exclude trademarks from other
3 intellectual property or do you include it?

4 A. If it was meant to be included, then it
5 wouldn't be separated from patents and copyrights, which
6 are explicitly clarified there.

7 Q. I think the document and your interpretation
8 speak for themselves.

9 I will move to paragraph F which says "I have
10 attached as Exhibit B a complete list of all inventions
11 or improvements to which I claim ownership and that I
12 desire to remove from the operation of this agreement,
13 and I acknowledge and agree that such list is complete."

14 Do you see that?

15 A. I do.

16 Q. And did you in fact include all inventions or
17 improvements to which you claim ownership on Exhibit B?

18 A. Yes, because I didn't own those applications.
19 LegalForce did.

20 Q. Okay. Did LegalForce have any patent
21 applications that it filed after February 1, 2008?

22 A. I don't know. You mean February 1, 2007 again.

23 Q. Thank you.

24 A. You're welcome.

25 Q. But let's ask both those questions. Did it

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1 Q. I understand, but later, Mr. Drazan told you
2 about it?

3 A. No, I only talked to him about it within the
4 lacks six months or seven months, whenever we got this,
5 whenever it was, that I was provided a copy of this
6 e-mail. I was so saddened by it, because anything Jeff
7 says I -- he's a mentor to me, and I take very seriously.
8 Because if he felt like that it would have been
9 disheartening to me.

10 Q. At the time did Mr. Drazan speak with you and
11 tell you that Center'd disapproved of your constructing a
12 somewhat competitive site?

13 A. No.

14 Q. Were you at this time in April of 2008 creating
15 a website?

16 A. Yes.

17 Q. Which one?

18 A. I was creating my Fatdoor.us and my eDirectree
19 sites.

20 Q. The eDirectree.com site. At this time,
21 Fatdoor.us, did it redirect to Fatdoor.com?

22 A. I don't remember.

23 Q. How long did it redirect to Fatdoor.com?

24 A. I don't remember.

25 Q. Did it continue to redirect after Fatdoor.com

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1 moved to Center'd?

2 A. I believe it may have for a while and then it
3 started directing to eDirectree, and I believe at some
4 point I put my own code on there.

5 Q. At what?

6 A. At some point I put my own code on there, my
7 original codes and different code that I was trying to
8 rebuild which you see today and we've launched.

9 Q. When -- do you have any record of when you put
10 your own code as opposed to eDirectree.com redirect on
11 the Fatdoor.us?

12 A. I don't have any records of that.

13 Q. What's your best understanding?

14 A. Well, my best understanding is when I got
15 permission I put my own code on there. And at some point
16 I was managing too many different startups and people
17 thought that was difficult, and I thought that was
18 difficult, so I focused on one which was Fatdoor.

19 MR. PULGRAM: So would you mark this, please,
20 next in order.

21 THE WITNESS: And Tradmarkia.

22 (Exhibit 79 marked.)

23 THE WITNESS: I'm not sure why Jeff sent it to
24 this e-mail address. Maybe he didn't want me to get it,
25 because he had my e-mail address.

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1 at the right number together.

2 Q. Now, you stated before that when you got
3 permission, you put your own code on the Fatdoor.us site.
4 When did that happen?

5 A. I don't remember, but I believe it was after my
6 stock sale, around that time of my stock sale. And it
7 was around -- that's also the same time that they stopped
8 using the name, around April/May 2008.

9 Q. Well, there was a time when Fatdoor.us was
10 directing to eDirectree? Correct?

11 A. I was trying to build too many businesses at
12 the same time, and it was difficult to build too many
13 businesses at the same time.

14 Q. So what I want to know is do you have a... any
15 proof of the time when Fatdoor.us stopped redirecting to
16 eDirectree?

17 A. I don't know. Whatever, it's -- you know, I
18 was trying to do too many things at the same time.

19 Q. At this time, in June of 2009, Mr. Harris was
20 telling you that he didn't want you to have the domain
21 name Fatdoor.com, correct?

22 A. Yes.

23 Q. Okay.

24 A. A year had passed from when they had switched
25 to Center'd and they had realized I think that they made

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1 be missing one. Did we skip one?

2 THE WITNESS: He's got an 80.

3 MR. ALLEN: I don't know if we got an extra
4 copy.

5 MR. TARABICHI: I had a copy I was looking at.

6 MR. ALLEN: We'll sort it out later.

7 (Exhibit 82 marked.)

8 BY MR. PULGRAM:

9 Q. Mr. Abhyanker, Exhibit 82 appears to be an
10 e-mail first from you to Dan, Jeff and Bill on
11 November 11th, 2012, and then a response from Jeff Drazan
12 on November 11th, 2012. Correct?

13 A. That's right.

14 Q. Is this a true and accurate copy of an e-mail
15 you sent and that Mr. Drazan responded to?

16 A. Yes, it is.

17 Q. And you asked "Would the current
18 directors/equity owners be okay with me serving as the
19 interim CEO again for the purpose of recovering dollars
20 for the company to restart?" Correct?

21 A. Um-hmm.

22 Q. You asked that?

23 A. Yes, I did.

24 Q. And you heard back from Mr. Drazan who said
25 "You have my vote." Correct?

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1 A. That's right.

2 Q. How long had Mr. Drazan been off the board?

3 A. I have no idea.

4 Q. Do you know if he was on the board?

5 A. Well, I asked the question who is on the
6 Center'd board and who are the shareholders that speak on
7 behalf of it?

8 Q. You knew that Drazan had been a shareholder,
9 correct?

10 A. I did.

11 Q. Did you know if Drazan was on the board?

12 A. Ever?

13 Q. At this time?

14 A. I asked that question. If I knew that I
15 wouldn't have asked that question.

16 Q. Did Mr. Drazan resign from the board when they
17 changed direction from Fatdoor to Center'd?

18 A. I have no idea.

19 Q. You never heard that?

20 A. No. And if I did, I don't remember at that
21 point because that's what I said. So that's why I would
22 have asked. Why would I have asked Jeff who was on the
23 board if I knew that?

24 Q. Did anyone else agree with Mr. Drazan and
25 inform you as much?

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1 A. Of this three that responded here?

2 Q. Yes.

3 A. In this chain? Bill Harris did not respond,
4 and then Dan Hansen, I believe I had some subsequent
5 communication with. I then followed up with Sergio,
6 Bill, and Alessandro. All three of which came back and
7 unanimously declined to have me represent not as a CEO,
8 but their interests. And I kept trying to find out who's
9 on the board of directors.

10 Q. When they all declined, did they do that in
11 writing?

12 A. Yes, they did. Two days later, I believe.

13 MR. PULGRAM: Have those communications been
14 produced, Counsel?

15 MR. TARABICHI: I believe they have.

16 BY MR. PULGRAM:

17 Q. Would you look at what we're marking next in
18 order at Exhibit G to your declaration in support of your
19 opposition to the motion for summary judgment.

20 (Exhibit 83 marked.)

21 BY MR. PULGRAM:

22 Q. Mr. Abhyanker, Exhibit 83 is your declaration
23 signed under oath in opposition to summary judgment in
24 this case, correct?

25 A. Yes.

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1 Q. Would you look at Exhibit G, please.

2 A. Um-hmm.

3 Q. Exhibit G is a version of Exhibit 82 but with
4 much of the text omitted, correct?

5 A. It looks that way, yes.

6 Q. And there are dot-dot-dots in it, correct?

7 A. Yes.

8 Q. Did you, sir, prepare Exhibit G?

9 A. No. My counsel did.

10 Q. Your counsel took Exhibit 82 and removed the
11 rest of that text and put dot-dot-dots instead?

12 A. I don't know.

13 Q. Did you do that, sir?

14 A. No.

15 Q. In your declaration --

16 A. I did tell them the portions that were
17 relevant. And I don't have anything else to say about it
18 because it's attorney-client privilege, and it didn't
19 seem necessary to include everything. I told them that.

20 Q. Okay. You told them that.

21 A. Um-hmm.

22 Q. And at page 10 of Exhibit 83, your declaration,
23 page 10 of the beginning of the exhibit.

24 A. Um-hmm.

25 Q. Line 9.

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1 A. Um-hmm.

2 Q. You swore to the court that attached as Exhibit
3 G is a true and correct copy of my correspondence
4 represent --

5 A. Where is that?

6 Q. Line 9 at page 10 of your declaration.

7 A. Line 9 of page 10 of --

8 Q. You need to go back to page 10.

9 A. Line 9 on page 10. Where is this at? I'm on
10 page 10 now I'm looking at line 9. "I contacted the
11 remaining shareholders. Attached as Exhibit G is a true
12 and correct copy of my -- of the correspondence with
13 representatives of Center'd." Yes.

14 Q. That's what you testified to the court,
15 correct?

16 A. Yes.

17 Q. But Exhibit G is not a true and correct copy,
18 it is a truncated copy of what you decided was --

19 A. It includes --

20 Q. -- the important part?

21 A. It includes all words from the actual copy.

22 Q. It's not a true and correct copy, is it?

23 A. To me it is. It just has certain portions
24 omitted.

25 MR. PULGRAM: So let's go on to the --

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1 THE WITNESS: It has certain portions omitted,
2 but it is a true and correct copy.

3 BY MR. PULGRAM:

4 Q. So it's okay to omit certain portions and
5 you'll still be true and correct? Is that right?

6 A. Because the rest is attorney-client privileged.

7 I --

8 Q. So --

9 A. I thought.

10 Q. -- you also told the court in Exhibit G,
11 paragraph 46, that you had a follow-up telephone
12 conversation with former counsel for Nextdoor and
13 centered, Dan Hansen. "He informed me that Mr. Drazan
14 had the ability to appoint me interim CEO by himself and
15 no further action was required."

16 A. Um-hmm.

17 Q. Is that what you swore under oath to the court
18 in your declaration? Paragraph 46 on page 10?

19 A. That's what I wrote in my declaration and I
20 believe that to be true.

21 When I spoke with Dan Hansen on the phone, he
22 said that -- I asked him who were on the board of
23 directors. He says he don't -- he doesn't remember whose
24 on the board of directors. And I asked him a
25 hypothetical. If there are no people on the board of

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1 directors, then, how would I be appointed? Would a
2 Drazan vote be enough? And he goes "Should be but I
3 don't know." And that was it.

4 Q. He said "I don't know."

5 A. He says "You would have to first talk to some
6 other counsel" which I tried to contact. I don't
7 remember exactly what else. That's my recollection today
8 because it's been a while since that day.

9 Q. Mr. -- is it your testimony that Dan Hansen
10 told you that you could be the CEO just by Mr. Drazan
11 saying so?

12 A. He says he doesn't know who's on the -- I asked
13 him who's on the board of director of Center'd, and he
14 says he doesn't know.

15 Q. Okay. Now, would you look please --

16 A. And --

17 Q. -- at what's being marked next in order?

18 A. And I asked him if he's aware that Jeff Drazan
19 gave me a vote. I asked him, how do I formalize this
20 agreement? And he says to formalize this agreement, if
21 there's no board, his vote is enough, but you have to get
22 the Center'd counsel and try to found out who's on the
23 board. That's what I did.

24 So I --

25 Q. Did Mr. Drazan -- did Mr. -- strike that.

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1 So did Mr. Hansen tell you that Mr. Drazan had
2 the ability to appoint you interim CEO by himself and no
3 further action was required?

4 A. He told me that if there is no board -- and I
5 could not find any board -- then he has the
6 appointment -- ability to appoint me with no further
7 action required.

8 MR. PULGRAM: Okay.

9 THE WITNESS: And there was no board.

10 BY MR. PULGRAM:

11 Q. Would you please look at what's being marked
12 next in order, sir.

13 (Exhibit 84 marked.)

14 BY MR. PULGRAM:

15 Q. Mr. Abhyanker, Exhibit 84 is an e-mail from Dan
16 Hansen to you and Jeff Drazan, copying Bill Harris.

17 A. That's right.

18 Q. Did you receive it?

19 A. Yes.

20 Q. Have you produced that document in the
21 litigation?

22 MR. ALLEN: Do we have a copy?

23 MR. TARABICHI: It's this one.

24 THE WITNESS: Okay. To this is what the phone
25 call I had referred to I had subsequent to this.

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1 BY MR. PULGRAM:

2 Q. So my question is: Was it produced in the
3 litigation?

4 A. I would hope so.

5 MR. PULGRAM: Was this document logged,
6 Counsel?

7 MR. ALLEN: Are you talking --

8 MR. TARABICHI: This is 84. Sorry.

9 MR. ALLEN: We're having a little bit of
10 trouble with the numbering.

11 MR. TARABICHI: This is 84. One more time,
12 Laurence, sorry.

13 MR. PULGRAM: Was this document produced or
14 logged?

15 MR. TARABICHI: 84?

16 MR. PULGRAM: Yes.

17 MR. TARABICHI: I'd have to check with the
18 discovery production team.

19 BY MR. PULGRAM:

20 Q. So Mr. Abhyanker, you received this e-mail.

21 A. Um-hmm.

22 Q. In which Dan Hansen wrote, "Raj, that's hard to
23 say. You'll need to find someone who knows what's
24 happening."

25 A. I picked up the phone and called him.

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1 Q. "The last I knew, Goodwin was representing
2 Center'd, but that was nearly two years ago."

3 A. Um-hmm.

4 Q. Correct?

5 A. Yes. And I picked up the phone and called him
6 to better understand what he's saying.

7 THE VIDEOGRAPHER: We've got three minutes.

8 THE WITNESS: Based upon my talk with Dan
9 Hansen --

10 MR. PULGRAM: There's no question pending, sir.
11 It's not -- your counsel can ask you questions later. In
12 this process that's the way it works in courts. I ask
13 questions, you answer. Your counsel asks you questions
14 later, you can answer then.

15 THE WITNESS: I apologize, but I just wanted to
16 clarify my previous statement. If you'd leave me that
17 opportunity, I would just like to not add anything new.
18 Just I want to clarify my previous statement.

19 MR. PULGRAM: You can say whatever you want.

20 THE WITNESS: Right. So after I got this
21 e-mail, I called Dan Hansen in the morning, and that's
22 why this Exhibit 81 was produced.

23 MR. PULGRAM: Let's change the tape. Two
24 minutes.

25 THE VIDEOGRAPHER: This marks the end of disc 3

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1 of volume I. Going off the record, the time is 4:08.

2 (Recess taken from 4:08 to 4:12 p.m.)

3 THE VIDEOGRAPHER: This is the start of disc 4,
4 volume I. Going on the record, the time is 4:12.

5 (Exhibit 85 marked.)

6 BY MR. PULGRAM:

7 Q. Mr. Abhyanker, Exhibit 85 is an e-mail from you
8 to Sergio Monsalve, Alessandro@keynote,
9 cmooss@GoodwinProcter, Jeff Drazan, Bill Harris, Dan
10 Hansen.

11 A. That's right.

12 Q. It says urgent response needed Nextdoor
13 Center'd representation. Correct?

14 A. That's right.

15 Q. Did you send this e-mail?

16 A. Yes, I did.

17 Q. And Sergio, Bill and Alessandro you addressed
18 because you believed they were on the board? Correct?

19 A. No. Because I didn't know.

20 Q. Okay. The first paragraph reads:

21 I did not hear from any of you yesterday. I
22 left you voice messages. As a result I do not
23 have a clear indication of authority or consent
24 from the current Center'd board to serve as the
25 interim CEO.

June 6, 2014

1 A. Um-hmm.

2 MR. TARABICHI: Do you have a copy for us? I
3 think Jennifer stepped out. Thank you.

4 BY MR. PULGRAM:

5 Q. Did I read that correctly?

6 A. Yes.

7 Q. And was that what you understood at the time,
8 that you did not have authority to serve as the interim
9 CEO?

10 A. No, I had authority. I didn't have a clear
11 indication of authority because I couldn't find out who
12 was on the board.

13 Q. Skip down three paragraphs, please.

14 A. Um-hmm.

15 Q. You wrote:

16 I cannot represent you and your funds as
17 Center'd shareholders without clear authority.

18 Correct?

19 A. Right. That was meaning that I can't
20 representing themselves in their personal capacity or
21 their funds as Keynote Ventures and Norwest Venture
22 Partners in the litigation against Nextdoor.

23 Q. So you're still maintaining, as you read this,
24 that you had authority to act on behalf of Center'd? Is
25 that right?

June 6, 2014

1 A. I believe I had authority, but it was unclear.

2 Q. Please turn to the next page. You state:

3 However, without clear authority to act on
4 behalf of Center'd, Inc., I will solely be
5 representing myself.

6 Do you see that?

7 A. Yes.

8 Q. And you did not have authority to act on behalf
9 of Center'd, did you?

10 A. Not in this lawsuit. So I didn't know if they
11 were on the board and I didn't want to include them as
12 parties to a lawsuit because the shareholders, I didn't
13 know who's on the board and I had to first request
14 authority from the board.

15 Q. You knew that you did not have clear indication
16 of authority or consent from the current Center'd board
17 to serve as the interim CEO, but nonetheless you entered
18 an assignment to yourself of all the residual Center'd
19 assets for one dollar, correct?

20 A. I had authority. I did not know who's on the
21 board of directors. Later, after I sent this e-mail,
22 they said no, they -- I cannot represent them and their
23 funds unanimously.

24 Then I contacted Alessandro Biral on the phone
25 and I said, "Alessandro" -- because we've talked together

June 6, 2014

1 on the phone a number of times about this issue, I said
2 to Alessandro, you know, "What are your thoughts?" And
3 he goes "Well, I have to work with Sergio and Bill, but
4 you don't need their votes because Jeff Drazan's vote is
5 enough." And you can ask Alessandro that. And I
6 asked --

7 Q. So I want to make sure that I get what you're
8 saying here.

9 You're saying after you wrote Exhibit 85 saying
10 you didn't have clear authority, you had a conversation
11 with Alessandro? Correct?

12 A. Yes.

13 Q. And Alessandro -- did you know if he was on the
14 board or not?

15 A. I asked him. He said he's not.

16 Q. He's not on the board.

17 A. He's not on the board.

18 Q. Okay.

19 A. And I asked --

20 Q. And Alessandro told you that although
21 Alessandro wasn't on the board --

22 A. Although he can't give me authority.

23 Q. Although Alessandro is not on the board, that
24 Drazan's vote was enough? Is that what you're saying?

25 A. He says it's his understanding, because I

June 6, 2014

1 explained to him that I spoke with Dan Hansen, and he
2 said absent a board I have authority from Jeff Drazan.
3 Is that enough?

4 And he goes "That should be enough."

5 Q. And Alessandro's a lawyer?

6 A. Alessandro was a former board member. I asked
7 Alessandro who's on the board? Alessandro told me
8 everyone's resigned from the board. There is no board.

9 Q. But he wasn't on the board himself?

10 A. Yes, he said everyone resigned from the board,
11 including himself.

12 Q. So your understanding when you appointed
13 yourself interim CEO was that there was no board at all?

14 A. Right. Now it's confirmed.

15 Q. Now --

16 A. There was no board that was operating as a
17 board. They were not any longer operating as a board.

18 Q. So who authorized you to be interim CEO?

19 A. Jeff Drazan.

20 Q. Was he a shareholder?

21 A. He was our first shareholder. He's a Series A
22 preferred shareholder.

23 Q. Was he a majority shareholder?

24 A. I don't know because no one showed me the cap
25 table.

June 6, 2014

1 Q. Well, all the rest of the shareholders said you
2 could not represent them, correct?

3 A. That was in this lawsuit. And I did not
4 include them in this lawsuit for that reason.

5 Q. You knew that the assignment for \$1 of all
6 those assets to yourself was invalid, didn't you?

7 A. No. Because I assigned everything to them for
8 a dollar and I thought everything was already gone, so
9 there's not much left, and my goal was to restart the
10 company which is what I've done.

11 Q. You assigned it all to yourself; is that
12 correct?

13 A. I wanted to reassign it back from myself to the
14 company, Fatdoor, Inc., which is now an operating
15 business?

16 Q. Well, Fatdoor, Inc. No. 2 does not have any of
17 those other former shareholders in Fatdoor 1 as
18 investors, does it?

19 A. They've been all invited.

20 Q. Invited. And none chose to join?

21 A. No, they haven't made any clear indication one
22 way or the other.

23 Q. None are shareholders, are they?

24 A. Well, Jeff Drazan has -- we've had talks with
25 them, and I don't know if things have been finalized yet.

June 6, 2014

1 Given this litigation there is a lot of fear.

2 I think the product I've built and the team
3 I've built will speak for myself and speak for itself and
4 they will all be shareholders one day.

5 MR. PULGRAM: Move to strike. No question was
6 pending. Would you mark this, please, next in order?

7 (Exhibit 86 marked.)

8 BY MR. PULGRAM:

9 Q. Exhibit 86 is an e-mail that you sent to Chandu
10 Thota on or about November 9th, 2013? Correct?

11 A. Right.

12 Q. And you told him that, quote:

13 I need you, Bill, Jennifer and Sergio to
14 assign any and all residual rights in what is
15 now the void Center'd, Inc. to the new Fatdoor,
16 Inc.

17 A. Um-hmm.

18 Q. Why did you need that?

19 A. I wanted anything that those -- I thought held
20 in their own funds that were outside the company, because
21 no one would talk to me to assign those things to me,
22 because I discovered that they had fraudulently changed
23 the cap table after I left the company.

24 Q. So based on your claim that they had
25 fraudulently claimed -- changed the cap table, you were

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June 6, 2014

1 asking them to assign all residual rights in the void
2 Center'd to you in the new Fatdoor, Inc.? Is that right?

3 A. Anything that they held in their own personal
4 capacities or their own funds.

5 Q. Well, you asked them to assign any and all
6 residual rights in what is now the void Center'd to the
7 new Fatdoor, correct?

8 A. Right. Anything that they retained.

9 Q. You knew, when you asked them for this, that
10 you didn't have a valid assignment before, didn't you?

11 A. No.

12 Q. You asked them to assign all of the residual
13 rights in Center'd even though you thought you already
14 had them all. Is that what you're saying?

15 A. No. Sergio, Bill, and Jennifer may have had
16 rights themselves as shareholders that they had acquired
17 from the company, and I wanted to close that loop.

18 Q. Did you tell them that had you already assigned
19 yourself the assets of Center'd for a dollar?

20 A. I have let them all know that.

21 Q. Had you told them by November 9th, 2013?

22 A. I don't remember.

23 Q. When did you first tell them?

24 A. I don't remember.

25 Q. So when you signed the one dollar assignment,

June 6, 2014

1 you didn't tell them at that time?

2 A. I don't remember.

3 Q. The --

4 A. I did tell them that my goal was to start the
5 company again.

6 MR. PULGRAM: Would you mark that, please.

7 (Exhibit 87 marked.)

8 THE WITNESS: It's my understanding that all --

9 MR. PULGRAM: There's no question pending,
10 Mr. Abhyanker. You need to wait for questions.

11 THE WITNESS: I would --

12 BY MR. PULGRAM:

13 Q. Would you look at Exhibit 87, please.

14 A. Yes.

15 Q. Did you send this e-mail which is dated
16 November 8th, from you to Chandu Thota, Sergio Monsalve,
17 Jennifer Dulski, with copies to your lawyers?

18 A. Yes.

19 Q. And --

20 A. And to Google's chief patent counsel.

21 Q. And in it, you assert that: It is my position
22 and the position of Fatdoor, Inc. that these e-mails at
23 Fatdoor.com belong to you, the rightful domain and
24 trademark owner. Correct?

25 A. That's right.

June 6, 2014

1 Q. And so you were trying to get ahold of the old
2 Fatdoor.com e-mails?

3 A. No. They were just handed to me.

4 Q. They were handed to you by whom?

5 A. Google.

6 Q. Who handed them to you at Google?

7 A. So you change the C name record and they showed
8 up.

9 Q. They showed up when?

10 A. Change the C name record, and when you change
11 the C name record, I wanted to create new accounts for my
12 new company, Fatdoor, and Google provided them. They
13 were there when I got that C name change.

14 Q. Your e-mail of Saturday, November 9th, says:

15 These e-mails demonstrate widespread breaches
16 of fiduciary duties.

17 Correct?

18 A. Yes.

19 Q. Had you obtained the e-mails yet?

20 A. Yes, our counsel had -- my counsel had the
21 e-mails.

22 Q. And then your e-mail goes forward and describes
23 allegations of misconduct by Norwest and Benchmark,
24 Benchmark and Jon Love, Chandu Thota and Jennifer Dulski,
25 correct?

June 6, 2014

1 A. And Sergio Monsalve.

2 Q. And Sergio. All of those people you claim had
3 injured you? Correct?

4 A. My counsel went through the e-mails and found
5 out a whole bunch of unethical and fraudulent activity
6 done after I was terminated without cause.

7 Q. So did you produce this document in the
8 litigation?

9 A. I've given it to my counsel. And I trust they
10 have.

11 MR. PULGRAM: Well, they have not.

12 THE WITNESS: In fact, they were copied on
13 these e-mails. Heather Norton, Bruno.

14 MR. ALLEN: It has been produced by Mr. Rana.

15 MR. PULGRAM: It sure has. And that's our
16 problem, is that we get things from other people but we
17 don't get them from you, so we don't know that we have
18 anything from you, and I don't think in fact that we
19 have.

20 Q. Would you look, please -- hold -- strike that.

21 A. I need a break, Laurence.

22 Q. Do you want to break now?

23 A. Yeah, I don't feel good.

24 THE VIDEOGRAPHER: Microphones, please. Going
25 off the record, the time is 4:26.

June 6, 2014

1 STATE OF CALIFORNIA

2 COUNTY OF SAN FRANCISCO

3
4 I, MARK W. BANTA, a Certified Shorthand
5 Reporter, do hereby certify:

6 That prior to being examined, the witness in
7 the foregoing proceedings was by me duly affirmed to
8 testify to the truth, the whole truth, and nothing but
9 the truth;

10 That said proceedings were taken before me at
11 the time and place therein set forth and were taken down
12 by me in shorthand and thereafter transcribed into
13 typewriting under my direction and supervision;

14 I further certify that I am neither counsel
15 for, nor related to, any party to said proceedings, nor
16 in any way interested in the outcome thereof.

17 In witness whereof, I have hereunto subscribed
18 my name.

19 Dated: June 16, 2014

20
21
22
23
24 MARK W. BANTA

25 CSR 6034, CRR



June 7, 2014

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

NEXTDOOR.COM, INC., a Delaware
corporation,

Plaintiff,

vs.

No. 3:12-cv-05667-EMC

RAJ ABHYANKER, an individual,
Defendant.

_____/

AND RELATED COUNTERCLAIM

_____/

VIDEOTAPED DEPOSITION OF RAJ ABHYANKER

VOLUME II

JUNE 7, 2014

9:57 a.m.

555 California, 12th Floor
San Francisco, California

Reported by: LANA L. LOPER, RMR, CRR, CCP,
CME, CLR, CSR No. 9667

June 7, 2014

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

NEXTDOOR.COM, INC., a Delaware
corporation,

Plaintiff,

vs.

No. 3:12-cv-05667-EMC

RAJ ABHYANKER, an individual,

Defendant.

_____/

AND RELATED COUNTERCLAIM

_____/

Deposition of RAJ ABHYANKER, taken on behalf of
Plaintiff, at 555 California, 12th Floor, San Francisco,
California, beginning at 9:57 a.m. and ending at
4:09 p.m., on Saturday, June 7, 2014, before
Lana L. Loper, RMR, CRR, CCP, CME, CLR, CSR No. 9667.

June 7, 2014

A P P E A R A N C E S

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ALSO PRESENT: DAN DE FRANK, VIDEOGRAPHER

June 7, 2014

1 THE VIDEOGRAPHER: Back on the record. The time
2 is 10:23.

3 MR. PULGRAM: Operator error, my mistake. We
4 properly marked that Exhibit 96, and it will remain
5 Exhibit 96, an October 28, 2013, letter from
6 Jennifer Kelly to Bruno Tarabichi and Heather Norton.

7 Q Do you have that letter in front of you, sir?

8 A Yes.

9 Q Do you see in the item on the second page called
10 "Second": "If Mr. Abhyankar has any documents that
11 actually evidence that this website" -- fatdoor.us" --

12 A Where are you reading? I'm sorry.

13 "Second, in relation to" --

14 Q I'm on the second page of Exhibit 96, Item
15 "Second."

16 A Item "Second." Okay. "In relation to
17 interrogatories." It starts with that: "Second, in
18 relation to interrogatories"?

19 Q Yes. And I'm reading the second sentence there.

20 A Okay.

21 Q It says, "If Mr. Abhyankar has any documents
22 that actually evidence that this website" -- referring to
23 www.fatdoor.us -- was live prior to Nextdoor.com's
24 launch, he must produce those documents in a format that
25 allows the date of the documents to be readily determined

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June 7, 2014

1 or otherwise explain that he has no such documents."

2 Do you see that?

3 A Uh-huh. Yes.

4 Q Have you produced any documents that -- showing
5 that www.fatdoor.us website was live prior to the launch
6 of Nextdoor.com?

7 A I have no idea.

8 Q Okay.

9 A I don't have --

10 Q Next category, No. 4 --

11 A Uh-huh.

12 Q -- second sentence -- actually, I'll start at
13 the beginning: "Fourth, there are still a number of
14 documents requested by Nextdoor.com of which your client
15 previously has alleged their existence that have not been
16 produced, for instance, the presentation and diligence
17 materials that your client allegedly provided to
18 Benchmark Capital."

19 Did I read that accurately?

20 A Where is this written?

21 Q Item "Fourth."

22 A Fourth, right.

23 Q Did I read that accurately?

24 A I think so, yeah.

25 Q So Nextdoor.com was requesting copies of the CD

June 7, 2014

1 STATE OF CALIFORNIA)

2)

3 COUNTY OF SAN FRANCISCO)

4
5 I, Lana L. Loper, a Certified Shorthand
6 Reporter, do hereby certify:

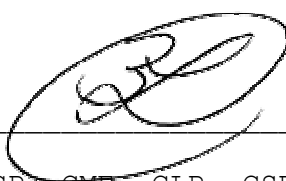
7 That prior to being examined, the witness in
8 the foregoing proceedings was by me duly sworn to
9 testify to the truth, the whole truth, and nothing but
10 the truth;

11 That said proceedings were taken before me at
12 the time and place therein set forth and were taken down
13 by me in shorthand and thereafter transcribed into
14 typewriting under my direction and supervision;

15 I further certify that I am neither counsel
16 for, nor related to, any party to said proceedings, nor
17 in anywise interested in the outcome thereof.

18 In witness whereof, I have hereunto subscribed
19 my name.

20
21 Dated: June 19, 2014

22
23 
24 LANA L. LOPER, RMR, CRR, CCP, CME, CLR, CSR 9667
25



June 11, 2014

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

NEXTDOOR.COM, INC., a Delaware)	No. 3:12-cv-05667-EMC
corporation,)	
)	
Plaintiff,)	
)	
vs.)	
)	
RAJ ABHYANKER, an individual,)	
)	
Defendant.)	
)	
)	
AND RELATED COUNTERCLAIM)	
)	

VIDEOTAPED DEPOSITION OF RAJ ABHYANKER

VOLUME III

June 11, 2014

10:07 a.m.

555 California Street, 12th Floor
San Francisco, California

REPORTED BY:

Carolyn M. Mann

CSR No. 10066

June 11, 2014

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14 ALSO PRESENT:

15 BREANA POZZI, Videographer
16
17
18
19
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21
22
23
24
25

June 11, 2014

1 A. When you say "replaced," what do you mean?

2 Q. I mean as a category. The, the category we
3 saw in Exhibit 124 --

4 A. We might have.

5 Q. -- was Friends.

6 A. We might have. I don't know. I think --

7 Q. When --

8 A. -- so.

9 Q. -- when that -- excuse me?

10 A. I don't remember, but I think so. I don't
11 know when we did it. I know we did at some point
12 implement a feature in which we have all people that
13 live next to each other create auto groups. And those
14 auto groups had the ability to take a postsigned-in user
15 and identify, unlike Fatdoor, which we didn't have
16 emails of neighbors, we would now have -- enough density
17 in an area. Here we would have enough density because
18 now we know what their address is and they've provided
19 their emails.

20 Q. Well, I want to be clear with this. Let's
21 mark this next in order. We'll have something to refer
22 to.

23 (Exhibit 125 marked)

24 BY MR. PULGRAM:

25 Q. Exhibit 125 is your Supplemental Statement in

June 11, 2014

1 support of your trademark claims, and I'd like you to
2 look at Exhibit D, please.

3 A. Uh-huh.

4 Q. And Exhibit D on page numbered RA 000371 shows
5 "Popular Categories." Do you see that?

6 A. Uh-huh.

7 Q. And I'd like you to compare that with
8 Exhibit No. 123, which was the February 2nd, 2008,
9 version. And do you see how the category Friends has
10 been replaced by Nextdoor TM Neighbors?

11 A. First of all, I'm looking at two different
12 things. One thing is a database-driven site, and the
13 other thing, I don't know that it's a database-driven
14 site or just some static HTML content on a page. But
15 I'm making an assumption, before I answer your question,
16 okay, I'm making an assumption that 123 is a
17 database-driven site, as opposed to a static page. I'm
18 making -- and if you want me to answer with all those
19 assumptions, I can answer it, but . . .

20 Q. And the answer is that Nextdoor TM Neighbors
21 replaced the category Friends, right?

22 A. Yeah, because the category Friends was
23 useless. It didn't drive enough engagement.

24 Q. Okay. So if you look at Exhibit 124, that
25 replacement happened after January 2009, correct?

June 11, 2014

1 would sign in first.

2 Q. So I'm going to provide to you next in order
3 Exhibit 129.

4 (Exhibit 129 marked)

5 BY MR. PULGRAM:

6 Q. This is a color printout of the eDirectree
7 site. Now, can you tell, sir, by the fact that Nextdoor
8 TM Neighbors is highlighted, that that is what category
9 has been clicked on here?

10 A. Yes.

11 Q. Okay. So this is what's displayed when one
12 clicks on Nextdoor TM Neighbors, correct, from the
13 public view?

14 A. I don't know when this was taken, but it looks
15 like it's not functioning here because if I clicked
16 that, it would normally show me a different view. I
17 think it was a map view of the people that were users
18 that were in my neighborhood.

19 Q. So sir, this page reflected on 129 is
20 dated 2-16, February 16, 2012. Do you see that?

21 A. Uh-huh.

22 Q. Yes?

23 A. Yes.

24 Q. Is this the way that page looked at that date,
25 to the best of your knowledge?

June 11, 2014

1 A. I don't know. I don't remember.

2 Q. You have no reason to believe this isn't a
3 true and accurate copy of what's displayed by the
4 eDirectree site when clicking on Nextdoor TM Neighbors
5 on that date?

6 A. No, but the site wasn't doing very well so it
7 had gone down. And normally, the view I remember was
8 different than this view.

9 Q. Did you take functionality out of Nextdoor TM
10 Neighbors at some time that had been in it before?

11 A. The entire site went down.

12 Q. Right.

13 A. And we didn't, we didn't work on it. We
14 worked on our Trademarkia site.

15 Q. When you put the site back up, did you put it
16 back up the way it was before?

17 A. We didn't -- whatever we had at the time we
18 put it.

19 Q. What do you mean, whatever you had at the
20 time?

21 A. Whatever code we had at the time.

22 Q. Did you put up a site, when you put it back
23 up, that was nonfunctioning?

24 A. When I put it back up, I was upset that -- for
25 the same reasons this lawsuit arised, that I felt that

June 11, 2014

1 something I started I was no longer part of.

2 Q. When you put it back up was it not
3 functioning?

4 A. I don't remember if it was functioning or not.

5 Q. This display on Exhibit 129, does that include
6 a geospatial sorting of results within Nextdoor TM
7 Neighbors?

8 A. This is a nonlogged-in state because in the
9 upper right hand it says "Log In" still. So it wouldn't
10 put "Log in" until you would have your face there and it
11 would say "Welcome" Raj or Laurence. And then I would
12 see something different.

13 Q. So what was displayed publicly in the only
14 version that we've got of this site is one in which
15 there is no geospatial sorting of results, correct?

16 A. I don't know what you have and what you don't
17 have.

18 Q. Well, this is the only one that we've seen.

19 A. Okay. I don't know what to say.

20 Q. But you would agree there's no geospatial
21 organization reflected in this document.

22 A. There couldn't be, because you haven't logged
23 in in this view.

24 Q. So if I'm understanding correctly, what you're
25 claiming is that eDirectree.com at some point included a

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June 11, 2014

1 eDirectree. Do you see that?

2 A. Yeah.

3 Q. You don't see that?

4 A. I do see that.

5 Q. Okay. And it reflects that website was
6 created September 20th, 2007, by you. Is that correct?

7 A. I don't think it says it's created by that.
8 Says the domain is registered on that date with a
9 register contact and an administrative contact and a
10 technical contact. It has no bearing on when the site
11 was created.

12 Q. That's when you acquired the site?

13 A. No. That's when we registered the domain
14 name.

15 Q. Did you own the site before that?

16 A. There is no site. It's just a domain name.

17 Q. Did you own the domain name before that?

18 A. I don't believe so. Could be wrong; I don't
19 know.

20 MR. PULGRAM: Maybe it's over here. No, it's
21 not.

22 BY MR. PULGRAM:

23 Q. Was there a point at which you -- I believe
24 you already testified to this. There was a point at
25 which you took down eDirectree.com, correct?

June 11, 2014

1 Q. My question was whether you told Mr. Tarabichi
2 that what he was taking a picture of, the screen
3 capture, wasn't the real website.

4 MR. TARABICHI: Can we agree that this is not
5 a waiver of any --

6 MR. PULGRAM: Beyond this question.

7 MR. TARABICHI: Beyond this question?

8 You can answer, Raj.

9 THE WITNESS: I told my attorneys the truth
10 all times.

11 BY MR. PULGRAM:

12 Q. Did you tell Mr. Tarabichi that what he was
13 taking a picture of, a screen capture of, wasn't the
14 real website, that it was a JPEG?

15 A. I don't remember, Laurence. It's two years
16 ago. Whenever, a year ago.

17 Q. It was October of 2013, correct?

18 A. Okay, a year ago.

19 Q. Did you register a website called Nextdoor.cm?

20 A. Yes, I did.

21 Q. And did you do so shortly after, or at some
22 point after the launch of the Nextdoor.com service by my
23 client, Nextdoor.com?

24 A. Yes.

25 Q. Would you look at what we're marking next in

June 11, 2014

1 order, 136.

2 THE REPORTER: 134.

3 MR. PULGRAM: Thirty-four.

4 (Exhibit 134 marked)

5 BY MR. PULGRAM:

6 Q. Is Exhibit 134 what the Nextdoor.cm website
7 looked at -- looked like, I'm sorry, on or about
8 February 9th, 2012?

9 A. Yeah. It's the Eatbid website we branded as
10 Nextdoor.

11 Q. Did you create this website?

12 A. I had it created, yes.

13 Q. Who did you work with to create it?

14 A. Initially it was me and a mentee I had
15 named -- what's his name . . . The co-founder. Andy
16 Mai at Stanford CS. He was a freshman. So he and I
17 created it together. I taught him Web development and
18 architecture and -- before he started his freshman year,
19 to mentor him.

20 Q. This was Andy M-A-I, is that his last name?

21 A. Uh-huh. M-A-I. It was called Eatbid at the
22 time.

23 Q. But Exhibit 134 is the way it appeared on the
24 Internet, correct?

25 A. We changed the name from Eatbid to Nextdoor.

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1 Because I was upset.

2 Q. You did this because you were upset.

3 A. Well, saddened that I wasn't able to be part
4 of a company I was part of.

5 Q. And did this service do anything?

6 A. Eatbid did stuff. It helped people, and
7 people bought food and items on it, but not when it came
8 to this form because this form was just because I was
9 upset.

10 Q. Did you have other domain names that also
11 linked to the same IP address?

12 A. I don't remember.

13 Q. Looking at the bottom of 134, there's an IP
14 address of 114.143.101.211.

15 A. Uh-huh.

16 Q. Correct?

17 A. Yes.

18 Q. That was an IP address you hosted?

19 A. I don't know. It probably is on a shared
20 Bluehost server.

21 Q. And did you link the Nextlawn.com website to
22 that IP?

23 A. Might have, yeah. Might have pointed to the
24 same IP.

25 Q. I can go through the exhibits if you're going

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1 to say "might" to make you say yes. Would you -- can
2 you testify whether or not Nextlawn.com pointed to the
3 same location?

4 A. Given the nature of your questions, I can't be
5 sure, but I would believe yes. But I don't know.

6 Q. Mr. Abhyanker, looking at Exhibit 134, the
7 featured restaurants, Bonjour Crepe and "test new"?

8 A. Yes.

9 Q. Were either of those actually capable of
10 delivering food through the website Nextdoor.cm?

11 A. I doubt it, but eat -- Bonjour Crepes
12 certainly was. That's my restaurant; I owned it. When
13 it was Eatbid then we actually used Eatbid on our
14 restaurant.

15 Q. But not by the time you had it set up as
16 Nextdoor.cm, correct?

17 A. That was done out of, that was done out of
18 anger and sadness. And it wasn't really a functional
19 site. It was only for very brief periods. It was, it
20 wasn't functional.

21 Q. You refused to take it down despite the demand
22 of Nextdoor.com, didn't you?

23 A. I believed I owned rights to Nextdoor.

24 Q. You believed that you owned rights to
25 Nextdoor?

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1 A. (Nods head.) I still do.

2 Q. And that issue's been decided against you in
3 the case, correct?

4 A. No, because as I mentioned in our first day, I
5 have a granting patent which they will -- they are
6 infringing that has independent claims with Nextdoor the
7 domain dot-com and the suffix that will be asserted. I
8 don't believe I have enough evidence to show trademark
9 rights in Nextdoor.com, but I believe I have enough to
10 show patent rights in Nextdoor.com.

11 (Exhibit 135 marked)

12 BY MR. PULGRAM:

13 Q. Mr. Abhyanker, looking at Exhibit 135, that is
14 a page printed from Internet archive for Nextlawn.com.
15 Do you see that?

16 A. Uh-huh.

17 Q. Excuse me?

18 A. Yes.

19 Q. From the date February 16th, 2012. Do you see
20 that?

21 A. Yes.

22 Q. And it reflects that Nextlawn.com was
23 referring to the same IP address that we read before as
24 being the location that Nextdoor.cm was referring to,
25 correct?

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1 A. Yes, but was it showing anything? Or not?

2 Q. It was the same IP address, wasn't it?

3 A. Yes. But it's different days?

4 Q. Different website.

5 A. Right. But which day was this taken versus
6 this taken?

7 Q. Well, my question to you is, was it referring
8 to that IP address? Because we can capture the IP
9 address easily enough. I'm just asking you, did
10 Nextlawn.com refer to the same IP address?

11 A. As I mentioned, probably yes.

12 Q. What about Nextyard.com?

13 A. Probably yes. If it's easier, yes.

14 Q. Thank you.

15 Now, you owned the Fatdoor.us website for some
16 period of time, correct?

17 A. Since its first registration in April 2007.

18 Q. And that website initially pointed to
19 Fatdoor.com while Fatdoor 1 operated, correct?

20 A. I believe so, but I'm not sure.

21 Q. Did Fatdoor 1, the corporation, ever execute
22 any document that granted you the rights to Fatdoor.us?

23 A. I registered that in my personal name.

24 Q. Do you mean no?

25 A. I registered the domain in my personal name.

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1 Q. Did Fatdoor 1, the corporation, ever execute
2 any documents that granted you the right to do that?

3 A. Right to do what?

4 Q. To register Fatdoor.us using the Fatdoor name.

5 A. I don't remember.

6 Q. What -- you let the registration in Fatdoor.us
7 expire at some point, did you not?

8 A. Yes.

9 Q. When was that?

10 A. I don't remember. Sometime. I don't know. I
11 think it was late 2009, but I'm not sure.

12 Q. And why did you let it expire in late 2009?

13 A. Because I was trying to get Nextdoor.com and I
14 was trying to get Eatbid as a temporary hold, because at
15 that point, I think the Fatdoor company had switched to
16 Center'D and they had somewhat changed their mind about
17 whether what they were doing was the right direction or
18 not with Center'D. It wasn't working, so they were
19 looking to pivot or just had pivoted.

20 Q. Sir, the question was why did you let
21 Fatdoor.us expire in 2009.

22 A. I think it was an accident.

23 Q. An accident?

24 A. I think so.

25 Q. Were you offering any services through

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1 Fatdoor.com when it accidentally expired?

2 A. I was trying to raise money for it.

3 Q. Were you offering any services through that
4 website?

5 A. Goal was always to create a neighborhood
6 social network.

7 Q. Listen to my question. I think that you hear
8 it, but you need to respond to it.

9 Were you offering any services through
10 Fatdoor.us when it accidentally expired in 2009?

11 A. When it expired, I don't know.

12 Q. Did you -- were you offering any services when
13 it expired?

14 A. I don't know. I don't believe so.

15 Q. Prior to Center'D pivoting from being Fatdoor
16 to being Center'D, did Fatdoor.us link to the Center'D
17 site? That is, to what was Fatdoor.com. That's a bad
18 question. I'm going to rephrase that.

19 Prior to -- strike that.

20 During the time that Center'D was operating a
21 website at Fatdoor.com, did you link Fatdoor.us to point
22 to Fatdoor.com?

23 A. Probably.

24 Q. Did you offer any services through Fatdoor.us
25 separate from whatever services Center'D was offering

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1 through Fatdoor.com?

2 A. No. Not until they switched.

3 Q. Not until what?

4 A. Not until they decided to get rid of the whole
5 concept and come up with Center'D.

6 MR. PULGRAM: Would you mark that, please.

7 (Exhibit 136 marked)

8 BY MR. PULGRAM:

9 Q. Looking at Exhibit 136, do you recognize that
10 document?

11 A. Yeah.

12 Q. What is that document?

13 A. This is the Fatdoor code base.

14 Q. The Fatdoor what?

15 A. This is what I was trying to restart that's
16 now Fatdoor.com.

17 Q. It's now your new Fatdoor 2.

18 A. Yes.

19 Q. Okay. And is this a true and accurate copy of
20 the Fatdoor.us website as it appeared when you
21 reregistered that website in or about February 2012?

22 A. I don't know if it looked like this or like
23 that. I don't know.

24 Q. Well, if you'd look, please, at the
25 document --

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1 A. Uh-huh.

2 Q. -- and --

3 A. This looks --

4 Q. -- the bottom left reflects a date of
5 February 9th, 2012.

6 A. Yes.

7 Q. You see that?

8 A. Yes, so yes.

9 Q. Is that -- is this the Fatdoor.us website as
10 it appeared at that time?

11 A. Appears to be.

12 MR. TARABICHI: Laurence, do you have an extra
13 copy of that?

14 MR. PULGRAM: Certainly.

15 MR. TARABICHI: Thanks.

16 MR. PULGRAM: Apologies.

17 MR. TARABICHI: No problem.

18 THE WITNESS: Yes.

19 BY MR. PULGRAM:

20 Q. And is this the way that that Fatdoor.us
21 website looked when you allowed it to expire?

22 A. I don't remember because -- I don't remember.

23 Q. At the time --

24 A. The address is -- no, because the address
25 is 125 University Avenue, Palo Alto, California, which

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1 is not an address we had in -- before it expired.

2 Q. Other than that address, to the best of your
3 knowledge, is this the way the website looked when it
4 was allowed to expire in 2009?

5 A. I don't know. This didn't -- when we put it
6 back up, we had to -- we just, we rebuilt everything
7 from scratch. So I don't know that it was like the one
8 before 2009. It certainly had the name factor, get to
9 know your neighbors.

10 Q. Do you have a copy of the Fatdoor.us website
11 as it existed at the time that you allowed it to expire
12 in 2009?

13 A. Whatever I have I've given to my counsel.

14 Q. Do you know what it looked like?

15 A. No.

16 Q. Do you know what services it provided?

17 A. It was a neighborhood social network that had
18 this logo.

19 Q. This Exhibit 136, it didn't actually work, did
20 it, when it was launched or relaunched in February 2012?

21 A. This site just relaunched this Tuesday.

22 Q. Right. In 2012, when Exhibit 136 was made
23 available on the Internet, it didn't allow neighbors to
24 communicate with each other through the website, did it?

25 A. No.

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1 Q. And do you have any -- was there a working
2 website that provided communications between members at
3 the time that you allowed the website to expire in 2009?

4 A. I don't remember when the site went down.

5 Q. Was there a working website that allowed
6 communication between members when it expired?

7 A. I don't remember when the site went down.
8 Certainly there was in 2007, when the company was
9 Fatdoor.com, and it certainly was before the company
10 launched and afterwards, on eDirectree, but I don't
11 remember.

12 Q. When you say there was a working website
13 before the company launched, you mean before Fatdoor.com
14 launched?

15 A. Uh-huh.

16 Q. You mean Fatdoor 1?

17 A. Uh-huh.

18 Q. Yes?

19 A. Yes.

20 Q. So before Fatdoor 1 launched, during the
21 operation of Fatdoor 1 by the company that became known
22 as Center'D, and then your most recent launch by
23 Fatdoor 2, during all of those times you contend that
24 there was an operating Fatdoor social network, correct?

25 A. There were periods where the site wasn't

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1 working right.

2 Q. Okay. My question is, between the time that
3 Center'D stopped operating the Fatdoor.com service, and
4 the time that your Fatdoor.us mark expired, was there
5 any operating service that you provided through
6 Fatdoor.us?

7 A. I think for a time it linked to eDirectree.
8 And eDirectree has a Fatdoor group that we definitely
9 had.

10 Q. So there was a redirect from Fatdoor.us to
11 eDirectree?

12 A. I don't think so, but I don't know.

13 Q. Any other service that was offered through
14 Fatdoor.us?

15 A. We tried to build a neighborhood social
16 network again, but we couldn't raise any capital.

17 Q. And so no service was launched during that
18 period April 2008 through the expiration of the
19 Fatdoor.us site.

20 A. When you say "service was launched," this
21 business, Fatdoor, that we have, or even Nextdoor,
22 doesn't have a very clear revenue model when it
23 launches. It's a very capital intensive business. So
24 unless you have an outside investor or have a lot of
25 capital, you can't do it. And so I needed to find a

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1 business that could generate income. And Fatdoor.us
2 needed outside capital to generate income or survive
3 long enough where -- to a point where it could generate
4 income. And so I sought capital rather than focus on
5 building the site.

6 Q. Understood. And as a result of not being able
7 to get that capital, there was not a Fatdoor service
8 launched by you separate from Fatdoor 1 prior to the
9 expiration of the Fatdoor.us mark.

10 A. Can you define the word "launched"?

11 Q. Yes. I mean was there an operating service
12 that allowed neighbors to communicate with neighbors and
13 that was offered to the public for that purpose between
14 April 2008 and the time that Fatdoor.us was first
15 allowed to expire?

16 A. Only on eDirectree.

17 Q. Only at eDirectree. So let's go back to
18 eDirectree for a minute. And eDirectree, we can look
19 at 125. That's Exhibit D to your, Exhibit D to your
20 Supplemental Statement. That's the eDirectree website.
21 When you say that all that was offered for Fatdoor was
22 on eDirectree, are you talking about at page 371, for
23 example, where the word "Fatdoor" appears?

24 A. Yes.

25 Q. And what does the word "Fatdoor" mean on that

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1 page?

2 A. It's a group of people that are fans or in
3 pictures with others that were part of the Fatdoor
4 family, which was largely our founding team and
5 investors and stakeholders.

6 Q. So there was a group that people could be
7 tagged to? Am I right with that?

8 A. Yeah.

9 Q. I finally caught on?

10 A. Yeah.

11 Q. That could be tagged to that would be labeled
12 "Fatdoor" on the eDirectree website.

13 A. (Nods head.) Yes, yes.

14 Q. Was there any other service offered under the
15 name "Fatdoor" besides that on the eDirectree website?

16 A. I believe we tried to do Nextdoor Neighbors
17 and . . .

18 Q. I'm talking about Fatdoor now. I don't want
19 to get back off subject.

20 Was there any other service offered under the
21 name "Fatdoor" on the eDirectree website?

22 A. I don't, I don't think so.

23 MR. PULGRAM: Would you mark this, please.

24 (Exhibit 137 marked)

25 BY MR. PULGRAM:

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1 Q. Mr. Abhyankar, Exhibit 137 is a list of terms,
2 hyperlinks, I guess, from the eDirectree.com website,
3 looks like February 7, 2008. Do you see that?

4 A. Yeah.

5 Q. And Fatdoor is one of all these different
6 terms that were used to identify groups on eDirectree;
7 is that correct?

8 A. Groups of micro social networks, yeah.

9 Q. And it has "Hillary," it has "Clinton," it has
10 "Cricket," it has "lawyers." Are you claiming a
11 trademark in any of the other terms on this page besides
12 "Fatdoor" as a result of eDirectree?

13 A. Am I claiming, or are there other names here
14 that are trademarked?

15 Q. Are you claiming rights in any other name on
16 this page as a result of them being displayed on
17 eDirectree?

18 A. I am not. Other than eDirectree itself, I
19 guess.

20 Q. Understood. The Fatdoor Web page that we
21 looked at before, 136, with the John Smith image?

22 A. Where is this?

23 Q. There you are. Right under your finger.

24 A. Yeah.

25 Q. Do you know when that was first displayed on

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1 attorney that wrote this to rewrite it. I told him not
2 to make it the same, but apparently it is, so. I'll
3 have it rewritten.

4 Q. And the same's true for lots of other parts of
5 the Terms of Use -- arbitration -- by the way, you set
6 up your arbitrations in San Francisco because it was a
7 copy of Nextdoor, right?

8 A. I didn't write this, Laurence. I had an
9 attorney that works for us write this. But I'm now
10 upset. I made it clear it should be different, and we
11 will have this changed tomorrow.

12 Q. Let's mark next in order --

13 A. But it was under my direction, so if it's
14 under my direction, I take responsibility of it. Our
15 sites are very similar functionally, and therefore it's
16 not a surprise that some of the same words are in these
17 terms. This being said, we will use our own language
18 for these terms.

19 Q. I'd like you to look at the Privacy Policy,
20 which is being marked next in order. 140.

21 (Exhibit 140 marked)

22 BY MR. PULGRAM:

23 Q. So the Privacy Policy side by side comparison
24 shows a lot of identical copying, too, but I'd like to
25 draw your attention to page 3 of 9.

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1 A. Okay.

2 Q. The first two paragraphs there?

3 A. Uh-huh.

4 Q. Reading the last sentence of the first
5 paragraph on page 3 of 9, it says, "If you aren't a
6 member, you can opt-out of future email invitations, or
7 ask us to delete any non-public information about you
8 that we use to facilitate member invitations by
9 contacting us at (https://nextdoor.com/contact_us).\" Do
10 you see that?

11 A. I do.

12 Q. You even included a link to Nextdoor in your
13 policy, sir?

14 A. My company made a mistake with this. We've
15 copied your terms and we've copied your privacy, and
16 we'll, you know, we'll change it, in part. And I
17 apologize. This will be taken care of tomorrow.

18 It's in many places, too, on the next page.

19 Q. Yes, we noticed.

20 A. That's why my counsel had asked your counsel,
21 you, this weekend before our public launch, to tell us
22 what we should change.

23 Q. There's no question pending, sir.

24 A. But you didn't tell us. That's why we have
25 this issue now. But we will change it, and I'll tell

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June 11, 2014

1 STATE OF CALIFORNIA)

2 COUNTY OF CONTRA COSTA)

3
4 I, Carolyn M. Mann, a Certified Shorthand
5 Reporter, do hereby certify:

6 That prior to being examined, the witness in
7 the foregoing proceedings was by me duly sworn to
8 testify to the truth, the whole truth, and nothing but
9 the truth;

10 That said proceedings were taken before me at
11 the time and place therein set forth and were taken down
12 by me in shorthand and thereafter transcribed into
13 typewriting under my direction and supervision;

14 I further certify that I am neither counsel
15 for, nor related to, any party to said proceedings, nor
16 in any way interested in the outcome thereof.

17 In witness thereof, I have hereunto subscribed
18 my name.

19
20 Dated: JUNE 25, 2014

21 

22
23 Carolyn M. Mann
24 CSR No. 10066, RPR
25



August 4, 2014

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

NEXTDOOR.COM, INC., a Delaware)	No. 3:12-cv-05667-EMC
corporation,)	
)	
Plaintiff,)	
)	
vs.)	
)	
RAJ ABHYANKER, an individual,)	
)	
Defendant.)	
)	
)	
AND RELATED COUNTERCLAIM)	
)	

VIDEOTAPED DEPOSITION OF RAJ ABHYANKER

VOLUME IV

August 4, 2014

1:01 p.m.

555 California Street, 12th Floor

San Francisco, California

REPORTED BY:

Carolyn M. Mann

CSR No. 10066

August 4, 2014

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13 DAN DeFRANK, Videographer
14
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24
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August 4, 2014

1 Q. Why did you register .cm?

2 A. To continue building my business around my
3 name. Because I couldn't get the Nextdoor.com business
4 because it was taken from me, domain, by, by this other
5 party. And I was upset about that.

6 MS. KELLY: Maybe this is it.

7 BY MS. KELLY:

8 Q. You were upset with Nextdoor?

9 A. I was upset that my business was taken from
10 me, the business that I pioneered and the business that
11 I continued to build. So I wanted this domain with my
12 business, around my trademark application.

13 THE REPORTER: 177.

14 (Exhibit 177 marked)

15 BY MS. KELLY:

16 Q. Mr. Abhyankar, do you recognize this document?

17 A. Yes. This is my EatBid website, now with the
18 Nextdoor name.

19 Q. Okay. Was this the content that was posted on
20 the Nextdoor.cm site?

21 A. Probably. I think. I don't know. Looks like
22 it.

23 Q. Please take a moment.

24 A. We had, we had moved our -- we had originally
25 wanted Nextdoor.com, so we intended to put this site up

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1 on Nextdoor.com.

2 Q. Right.

3 A. And we couldn't get the domain Nextdoor.com --

4 Q. Right.

5 A. -- because it was taken from us. So we put
6 that domain on Nextdoor.cm, though we had actually
7 wanted that name, we publicized that name, we worked
8 hard for that name.

9 Q. Okay. So is this the content that was on
10 the --

11 A. I don't know.

12 Q. -- Nextdoor.com --

13 A. It looks like it.

14 Q. -- cm? Did you put the, did you put your
15 EatBid content on the Nextdoor.cm domain? Isn't that
16 what you testified earlier --

17 A. Yeah, uh-huh.

18 Q. -- in your deposition?

19 Is this content, is that it?

20 A. Kind of looks like it, yeah.

21 Q. Okay. Do you see the page where it says

22 "About"? It's four pages in.

23 A. Uh-huh.

24 Q. Was this posted on the Nextdoor.cm domain?

25 A. I don't know. It kind of looks like it, yeah.

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1 Q. Okay. See where it says, "That's what
2 Nextdoor is about"?

3 A. Uh-huh.

4 Q. Would that have been on there?

5 A. I don't know. Possibly.

6 Q. Who wrote this content?

7 A. I don't remember. But see, it says
8 Nextdoor.com because we intended to get that name the
9 whole time. And it was probably -- this is our name and
10 this was our company that we've been pursuing for the
11 past, at that time, seven years.

12 Q. So this is content that you originally had
13 created for a Nextdoor.com site. Right?

14 A. Well, our intention always was to get the
15 Nextdoor.com site.

16 Q. Okay. And --

17 A. It continues to be.

18 Q. -- then when you couldn't get it, you posted
19 it on this site?

20 A. I don't know that I couldn't get it. I'm
21 still opposing it. I hope to get it soon, when this
22 case is over.

23 Q. You hope to get the domain?

24 A. Well, we will get the trademark back that
25 they've stolen from us because of its confusion with my

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1 Fatdoor business.

2 Q. Okay. Let's return to the question at hand,
3 which is whether this content was on the Nextdoor.com --
4 Nextdoor.cm site.

5 A. I mean, it might have been. I wouldn't be
6 surprised if it was.

7 Q. Okay. Who created the content for the EatBid
8 site?

9 A. Me and Andy.

10 Q. Who's Andy?

11 A. He's like a mentee I had. He's a Stanford CS
12 student. I taught him how to develop websites.

13 Q. What's the current status of the .cm site?

14 A. I mean, I think pending this litigation, when
15 this litigation was first filed, we changed the who is
16 to suspend it. And we've been waiting for the outcome
17 of this litigation before we start reusing our rights.
18 And I think in the meantime, I don't know if there's
19 anything on there at all. There was for a short amount
20 of time, but I don't know.

21 Q. What's the current status of the EatBid site?
22 Are you still running that business?

23 A. Well, we've now rebuilt the code base into our
24 Fatdoor.com. Since Google gave us back Fatdoor.com,
25 we've taken what was EatBid and Nextdoor and now we're

August 4, 2014

1 STATE OF CALIFORNIA)

2 COUNTY OF CONTRA COSTA)

3
4 I, Carolyn M. Mann, a Certified Shorthand
5 Reporter, do hereby certify:

6 That prior to being examined, the witness in
7 the foregoing proceedings was by me duly sworn to
8 testify to the truth, the whole truth, and nothing but
9 the truth;

10 That said proceedings were taken before me at
11 the time and place therein set forth and were taken down
12 by me in shorthand and thereafter transcribed into
13 typewriting under my direction and supervision;

14 I further certify that I am neither counsel
15 for, nor related to, any party to said proceedings, nor
16 in any way interested in the outcome thereof.

17 In witness thereof, I have hereunto subscribed
18 my name.

19
20 Dated: AUGUST 13, 2014

21 

22
23 Carolyn M. Mann
24 CSR No. 10066, RPR
25

